

**ACS STATE & LOCAL SOLUTIONS, INC.
12410 MILESTONE CENTER DRIVE
GERMANTOWN, MD 20876**

September 10, 2010

City of Indianapolis
Office of the Mayor
Indianapolis, IN

Ladies and Gentlemen:

The purpose of this letter agreement ("Agreement") is to memorialize certain supplemental understandings of the parties with respect to that certain City of Indianapolis Parking Meter Concession Agreement (the "Concession Agreement") to be entered into by the City of Indianapolis (the "City") and ParkIndy, LLC, a wholly-owned subsidiary of ACS State & Local Solutions, Inc. ("ACS"). Defined terms not otherwise defined herein shall have the meaning set forth in the Concession Agreement. The City and ACS, on behalf of ACS and ParkIndy, LLC, agree as follows:

1. Job Creation. In connection with ACS' obligations under the Concession Agreement, ACS shall identify two hundred (200) employment positions with ACS not currently located in Indianapolis, Indiana (collectively, the "Jobs," and each, a "Job") and relocate the Jobs to Indianapolis, Indiana for at least a seven (7) year period. The Jobs may include, without limitation, call center positions, data entry jobs, technical and information technology roles, and/or management positions. The Jobs shall pay wage and benefits packages that are market-competitive to similar positions in Indianapolis, Indiana and include benefits consistent with ACS' overall corporate practice. ACS shall track and report to the City on an annual basis regarding the number of Jobs and the average compensation levels to ensure that there is an average of two hundred (200) Jobs in Indianapolis, Indiana each year beginning no later than two (2) years after execution of the Concession Agreement by ACS. To the extent that ACS does not provide an average of 200 Jobs in any given year after two (2) years from Closing or does not provide at least an average of 50 of these Jobs in Center Township pursuant to the paragraph below, ACS shall pay the City an incremental payment of \$166.67 per Job per month (\$2,000 per Job on annualized basis). Any shortage of Jobs below the 50 Job target in Center Township shall also count towards the calculation for determining the 200 jobs. Each Job that is penalized for Center Township shall reduce the 200 Job target calculation so that ACS is not double penalized if the monthly job averages are not met. (i.e. if there is an average of 45 Jobs created in Center Township for the year then a 5 person penalty would be assessed. When calculating the total Jobs average, the 5 Jobs that have already been penalized would be subtracted from 200. The total average Jobs created calculation would therefore be based on 195 Jobs to account for the 5 open Jobs already penalized. The \$166.87 per Job shall be increased each year by the corresponding percentage increase in the Index for that year. This payment shall be made annually with ninety (90) days following an annual report indicating an average of less than 200 employees. The calculations determining the number of Jobs will be performed annually by ACS and will be provided to the City no later than February 28 for the

prior calendar year in a format to be mutually agreed. For ease of reporting, the first year of reporting shall be for the 2013 calendar year.

ACS shall cooperate in good faith with the City to evaluate locations within Center Township, Indianapolis, Indiana ("Center Township") and other locations within Indianapolis, Indiana for the Jobs; provided, however, ACS shall locate at least fifty (50) of the Jobs in Center Township and ACS will also use its best efforts to locate the remainder of the Jobs in Center Township as well. Criteria for determining final Job location may include, without limitation, facility costs, ability to attract and retain qualified staff, client-specific requirements and approvals, information technology infrastructure/needs, and other relevant business criteria. For purposes of calculating the number of Jobs located in Center Township, ACS shall be permitted to include (a) employees located at a job site within Center Township and (b) employees utilizing ACS' @Home program who reside in Center Township.

2. Financial Support of Community Organizations. ACS shall use its best efforts to support community organizations located in downtown Indianapolis, Indiana with financial support and other assistance. Regardless of any prior charitable contributions made by ACS or ACS' affiliates and/or partners, ACS shall make a minimum contribution of \$25,000 per year to community organizations with a focus on downtown Indianapolis, Indiana.

3. Broad Ripple Parking Issues. ACS shall use its best efforts to assist the City in resolving the various parking issues in the Broad Ripple area. Specifically, ACS, in conjunction with the City, will focus on the following community outreach and public education activities as soon as possible upon commencement of the Term:

- Engage in Proactive Outreach to the Broad Ripple Community- Motorists, residents, bicyclists, schools, and other institutions should be invited to participate in Broad Ripple community meetings. ACS will document participants, answer questions, accept both positive and negative feedback and, most importantly, explain the goals behind metered parking. Online feedback can be solicited as well. Community meetings will be used to further modify strategies concerning convenience, enforcement, messaging and communication, operations, and ongoing community involvement.
- Consulting Services- Through its industry consulting resources, ACS will conduct a parking study to specifically evaluate the needs of Broad Ripple. ACS' study will help the City determine viable methods to generate turnover and availability through dynamic, variable rate, and incentive-based pricing. ACS will improve residential permitting processes through online and, potentially, on-street purchases and printing. Further, ACS will provide the City with information allowing it to make important decisions about hourly rates, hours, and days of operation.
- Parking Garage- As part of the Broad Ripple economic development parking study, ACS will evaluate different property locations for viability of adding permanent or temporary parking structures to meet the growing parking demand. ACS will be prepared to engage potential real estate developers should the business case demonstrate the project is viable.

4. Green Initiatives and Environmental Sustainability. ACS shall use its best efforts to (a) establish ACS programs and initiatives which promote environmental sustainability, resource conservation and other similar objectives and (b) cooperate and assist the City with any environmental sustainability or resource conservation programs or initiatives (or any similar programs or initiatives) implemented by the City. Specifically, ACS shall cooperate in good faith with the City to continue and/or implement the following initiatives as soon as possible upon commencement of the Term:

- Repurpose Old Metering Devices- ACS will work with the City to repurpose old metering devices that are replaced with new multi-space pay-stations or retrofitted with meters which accept credit card payments.
- Patrol Vehicles – ACS intends to replace the vehicles used for on-street ticketing enforcement with vehicles that are much more fuel efficient, such as the “Smart” car, or vehicles that are hybrid or 100% electric. These vehicles will reduce emissions and fuel consumption and serve as a reminder to the general public that the city of Indianapolis places a high level of importance on doing all possible to contribute to the betterment of our environment.

5. Breach of Agreement. The City shall be entitled to exercise any and all rights or remedies available to it with respect to any failure by ACS to comply with the terms and provisions contained in this Agreement and in addition, any material failure may be considered a Concessionaire Default pursuant to Section 16.1(a)(i) of the Concession Agreement, subject to all applicable cure periods contained therein; provided, however, that if ACS makes payment of those penalties set forth in paragraph 1 this agreement is not breached and the City will not consider any deficiency in the total number of Jobs a Concessionaire Default.

6. Governing Law. Indiana law shall govern the interpretation, construction and enforcement of this Agreement, notwithstanding any state's choice of law rules to the contrary. In the event of any litigation concerning the interpretation or enforcement of any provision of this Agreement, the prevailing party in such litigation shall have the right to recover the reasonable attorneys fees and other litigation costs incurred by such prevailing party in such litigation, in addition to any other remedies to which the prevailing party may be entitled.

7. Effective Date. This Agreement shall become effective only upon the closing of the transaction contemplated in the Concession Agreement.

Please indicate your acceptance of the terms and provisions contained in this Agreement by signing in the space below and returning to my attention.

Sincerely,

ACS STATE & LOCAL SOLUTIONS, INC.

By:  _____

Acknowledged and accepted this 13th day of September, 2010.

City of Indianapolis

By:  _____

Name: Michael J. Huber

Title: Deputy Mayor for
Economic Development